

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**D.C. DEPARTMENT OF GENERAL SERVICES  
INVITATION FOR BIDS**

**SOLICITATION NO. DCAM-13-CS-0168**

**RENOVATION OF NEW OFFICE SPACE FOR THE  
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT  
AT ONE JUDICIARY SQUARE**

**SET-ASIDE MARKET WITH 50% CBE SET-ASIDE**

<b>Issue Date:</b>	<b>June 25, 2013</b>
<b>Pre-Bid Conference and Site Visit:</b>	<b>July 1, 2013 at 11:00 am</b>
<b>Bid Due Date:</b>	<b>July 8, 2013 by 2:00 p.m.</b>
<b>Delivery of Bids:</b>	<b>Department of General Services Contracts &amp; Procurement Division 2000 14<sup>th</sup> Street NW - 8<sup>th</sup> Floor Washington, DC 20009</b>
<b>Contact:</b>	<b>Diane Wooden Manager of Construction Services Contracts &amp; Procurement Division 2000 14<sup>th</sup> Street NW - 8<sup>th</sup> Floor Washington, DC 20009 (202) 671-2405</b>

## **EXECUTIVE SUMMARY**

The Department of General Services (DGS) is issuing this Invitation for Bids (IFB), on behalf of the District's Department of Small and Local Business Development (DSLBD), to engage a contractor to provide all labor, materials, supervision and other services necessary for Renovation of New Office Space for DSLBD at One Judiciary Square in Suites 805N and 850N, located at 441 4th Street, NW, Washington, DC 20001, in accordance with the Scope of Work in Section B, Drawings, Specifications and Cabling Requirements for DSLBD. This requirement is hereinafter referred to as the "Project."

### **A.1 Form of Contract:**

The Form of Contract will be issued by addendum. Bidders should carefully review the Form of Contract when submitting their bid. To the extent there are any inconsistencies between this IFB and the Form of Contract, the Form of Contract shall prevail. Bidders are further advised that they are required to submit their bids premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their bid. A bid that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

### **A.2 Contractor's Compensation:**

The Department intends to obtain lump sum bids for this work. The lump sum bid by the Bidder should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum should also include sufficient funding to fund items that are not specifically identified on the drawings but which are reasonably inferable therefrom. The lump sum bid should include the total price for CLIN 0001.

### **A.3 Procurement Schedule:**

The schedule for this procurement is as follows:

- |   |                            |
|---|----------------------------|
| • Issue IFB                             | - June 25, 2013            |
| • Pre-Bid Conference                    | - July 1, 2013 at 11:00 am |
| • Last Day for Questions/Clarifications | - July 3 , 2013 by 6:00 pm |
| • Bids Due                              | - July 8, 2013 by 2:00 pm  |
| • Notice of Award                       | - TBD                      |

**A.4      Attachments:**

- |                     |   |
|---------------------|---|
| <b>Attachment A</b> | - Drawings & Specifications (See Section B.3) |
| <b>Attachment B</b> | - Cabling Requirements for DSLBD              |
| <b>Attachment C</b> | - Form of Offer Letter                        |
| <b>Attachment D</b> | - Tax Affidavit                               |
| <b>Attachment E</b> | - Davis-Bacon Wage Rate                       |
| <b>Attachment F</b> | - Bid Guaranty Certification                  |
| <b>Attachment G</b> | - Bid Bond Form                               |
| <b>Attachment H</b> | - Subcontracting Plan Form                    |
| <b>Attachment I</b> | - 2010 Living Wage Act Notice and Fact Sheet  |
| <b>Attachment J</b> | - First Source Employment Form                |

**SECTION B**  
**SCOPE OF WORK**

**B.1      SCOPE OF WORK:**

In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the Drawings, Specifications and DSLBD Cabling Requirements for Renovation of New Office Space for DSLBD at One Judiciary Square in Suites 805N and 850N, located at 441 4th Street, NW, Washington, DC 20001. To the extent there is an inconsistency between the Drawings, Specifications and DSLBD Cabling Requirements, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its bid, each Bidder shall carefully review the Drawings, Specifications and DSLBD Cabling Requirements and shall bring any inconsistency or error in the Drawings and Specifications and DSLBD Cabling Requirements to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order and the Contractor shall assume the risk of such inconsistency or error. The Project must be completed by **September 30, 2013**.

**B.2      DRAWINGS AND SPECIFICATIONS:**

DGS Specifications and Drawings are not physically attached herewith, but are available for purchase at Blue Boy Imaging, 214 L Street, NE, Washington, D. C. 20002 - Phone: (202) 265-0272 - Fax: (202) 986-0172.

The price schedule is as follows:

Full Size Drawings	\$15.00 + tax
Specifications	\$10.00 + tax
CD-ROM	\$25.00 + tax

**DRAWINGS:**

DRAWING INDEX		
SHEET NO.	DRAWING NO.	DRAWING NAME
1	NA	COVER PAGE
2	G001	GENERAL INFORMATION
3	G002	8 <sup>TH</sup> FLOOR EGRESS PLAN
4	G003	ACCESSIBILITY GUIDELINES
5	D101	8 <sup>TH</sup> FLOOR DEMOLITION PLANS
6	A101	8 <sup>TH</sup> FLOOR PLANS AND DETAILS
7	A111	8 <sup>TH</sup> FLOOR REFLECTED CEILING PLANS & DETAILS

8	A201	ELEVATIONS
9	A202	ELEVATIONS
10	A501	MILLWORK SECTIONS
11	GF101	GENERAL FURNISHING PLAN – FOR INFORMATION ONLY
12	A601	PARTITION TYPES, DOOR SCHEDULES & DETAILS
13	A701	FINISH PLAN & FINISH SCHEDULES
14	M1.0	COVER SHEET - MECHANICAL
15	M2.0	PARTIAL DEMOLITION PLAN - MECHANICAL
16	M3.0	NEW WORK PLAN – MECHANICAL
17	M4.0	DETAILS AND SCHEDULES - MECHANICALS
18	P1.0	COVER SHEET - PLUMBING
19	P2.0	PARTIAL 8 <sup>TH</sup> FLOOR PLANS - PLUMBING
20	E1.0	SPECIFICATIONS AND SYMBOLS - ELECTRICAL
21	E2.0	PARTIAL 8 <sup>TH</sup> FLOOR DEMO PLANS - ELECTRICAL
22	E3.0	PARTIAL 8 <sup>TH</sup> FLOOR PLANS - LIGHTING
23	E4.0	PARTIAL 8 <sup>TH</sup> FLOOR PLANS - POWER
24	E5.0	PARTIAL 8 <sup>TH</sup> FLOOR PLANS – HVAC/PLUMBING/POWER & FIRE ALARM
25	E6.0	POWER RISER DIAGRAM AND PANEL SCHEDULES

### **B.3 CONSTRUCTION HOURS:**

Normal business hours are between 7:00 am and 5:30 pm Monday through Friday. Since this is an occupied building, no work which causes noise, dust and smell cannot be performed during normal business hours. This type of work shall be performed after normal business hours or on weekends and holidays. Other work related to the construction can be performed during normal business hours. Prospective bidders are requested to consider the additional costs, if necessary, to perform the work outside of normal business hours in their bid price.

### **B.4 GENERAL CONDITIONS:**

**B.4.1** The construction of this project occurs in an occupied building and the Contractor shall comply with the following management guidelines:

**B.4.1.1** The loading dock shall be used for the transfer and delivery of goods and materials only. Scheduled use of the loading dock requires at least 72 hours advance notice and is subject to availability, Monday through Friday from 7:00 am to 5:30 pm (normal business hours) and 5:30 pm to 11:00 pm (by special request to the Building Management Office at (202)727-3133. Long term parking on the dock is not permitted unless arranged and approved by the Building Management Office.

**B.4.1.2** The Contractor shall be responsible for determining existing conditions on Project site by examination, whether shown on drawings or not.

- B.4.1.3** The selected Contractor shall perform all of the work in first class and workmanlike manner. Any equipment or materials called for in the Drawings or Specifications shall be new unless otherwise approved by the Department in advance and in writing.
- B.4.1.4** The Contractor shall provide submittals as indicated in the Drawings and Specification to the Department for its review and approval prior to proceeding with the work.
- B.4.1.5** All construction materials and goods must be removed by the contractor to include but not limited to large packing boxes, crates, pallets, debris, unwanted items, etc. Please do not leave any materials, debris or unwanted items on the loading dock.
- B.4.1.6** All work that requires tie-in to building systems must be pre-arranged with the Building Manager and Building Engineer (202) 727-2585. Once installed, the work must be approved by DCRA and/or their designee with a signed copy of the Certificate of Occupancy provided to the Building Manager.
- B.4.1.7** Passenger elevators shall not to be used to haul or transport materials and goods. The freight elevators located on the north and south side shall be used for this purpose and are subject to availability. Use of the freight elevator must be pre-arranged with the Building Management Office (202) 727-3133.
- B.4.1.8** The building has a restrictive key way system and the biting must be maintained. DGS Facilities Division will provide a letter of authorization for the purchase of locks, cores, key blanks and/or keys by the Contractor. The Contractor shall contact the Building Manager to request authorization (202) 727-2585.
- B.4.1.9** If required by the drawings, installation, relocation, and programming of any VAV boxes shall be coordinated with the Building Engineer in order to stay compatible with the existing Building Management System. Please see mechanical details for more clarification. EASI Controls has programmed all VAV boxes in the building. EASI can be reached at 877-538-3274.
- B.4.1.10** The Contractor shall keep the air handling units filters clean during construction. Fixing all damages to the air handling units due to dust will be the responsibility of the Contractor. Upon Substantial completion, the contractor shall install new filters for the air handling units servicing the construction area.
- B.4.1.11** The Contractor shall test and balance the HVAC system in all the renovated areas.
- B.4.1.12** The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

- B.4.2** In addition to demolition which is specified in other sections and that which may be specifically shown on Drawings, cut, move or remove items as necessary to allow work to proceed. Provide such items as:
- B.4.2.1** Repair or remove unsafe or unsanitary conditions.
  - B.4.2.2** Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit, wiring, electrical devices and any other items. However, before any appurtenance removal the work shall be coordinated with DGS Project Manager (PM).
  - B.4.2.3** Remove unsuitable or extraneous materials such as abandoned furnishings and equipment, and debris such as rotten wood, rusted metals and deteriorated concrete.
  - B.4.2.4** Clean surfaces and remove surface finishes as needed to install new work and finishes and unless otherwise noted the new finish shall match the existing.
  - B.4.2.5** The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the Work and to remove such at the end of the work and shall leave the site in broom clean condition.
  - B.4.2.6** With the exception of the building permit, the Contractor shall be responsible for obtaining all trade permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.
  - B.4.2.7** The costs of any necessary security should be included in the Bidder's lump sum bid.
  - B.4.2.8** Vehicle parking for Contractor and construction personnel shall be the responsibility of the Contractor. The Contractor shall not park within areas of parking currently used by the building staff.
  - B.4.2.9** The Contractor shall keep driveways, loading areas, and entrances serving premises clear and available to District employees, the public, and emergency vehicles at all times. The contractor shall not use these areas for parking or storage of materials, and schedule deliveries to minimize use of driveways and entrances.
  - B.4.2.10** When the following must be interrupted, provide alternate facilities acceptable to the PM or schedule the interruption for a time when occupancy will not be impaired:
    - B.4.2.10.1** Emergency means of egress.

**B.4.2.11** The Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

**B.4.2.11.1** Notification to the District not less than seven (7) work days in advance of proposed utility interruptions; Contractor shall not proceed with utility interruptions without District's written permission.

**B.4.2.11.2** The Contractor shall obtain required approvals from authorities having jurisdiction.

**B.4.2.11.3** Smoking shall not be permitted within the building or within 25 feet of entrances, operable windows, perimeter fence, or outdoor-air intakes.

**B.4.2.11.4** District may appoint other entities to manage day-to-day activities for the execution of the Project.

**B.4.2.11.5** The Contractor shall coordinate with the COTR for work scheduling; including, but not limited to: availability of work areas, security planning, storage and coordination with all agencies and utility providers, including Miss Utility.

**B.5**        **SUPERVISION & COORDINATION:**

**B.5.1**        The Contractor shall be required to properly supervise and coordinate its work. At a minimum, the Contractor shall undertake the following tasks:

**B.5.1.2**        Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

**B.5.1.3**        Participate and assist in project/planning meetings with the PM following a Contractor generated agenda.

**B.5.1.4**        Provide general safety and signage and posting for the Project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project.

**B.5.1.5**        Prepare payment requests, verify accuracy and forward to the Department for approval and payment.

**B.5.1.6**        Assemble and submit all required close-out documents to the District.

**B.5.1.7**        Provide assistance to the Department through any applicable warranty or maintenance periods.



**B.6 PERSONNEL:**

The Contractor's personnel shall have the necessary experience and licenses to perform the required work.

**B.7 LICENSING, ACCREDITATION AND REGISTRATION:**

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

**B.8 CABLING REQUIREMENT:**

All cabling contractors/subcontractors must be approved by the DGS, Technology Officer prior to beginning work on this project. The Technology Officer is Mr. Gregory Cotton who can be reached via email at [gregory.cotton@dc.gov](mailto:gregory.cotton@dc.gov) or by telephone at (202)741-8917.

**B.9 CONFORMANCE WITH LAWS:**

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

**B.10 SOFTWARE REQUIREMENTS:**

**B.10.1 PROLOG Software Interface Requirements** – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the COTR.

**B.10.2 Scheduling Software Requirement** – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

**B.11 TIME IS OF THE ESSENCE:**

Time is of the essence with respect to the contract. The Project must be substantially complete by September 30, 2013. As such, the Contractor must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

## SECTION C

### ECONOMIC INCLUSION

#### C.1 **PREFERENCE FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES:**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Contractor's bid.) In accordance with these laws, the following preferences shall be awarded in evaluating a Contractor's Bid:

- Three (3) preference points shall be awarded if the Bidder is certified as having a small business enterprise (SBE).
- Five (5) preference points shall be awarded if the Bidder is certified as having a resident business ownership (RBO).
- Five (5) points shall be awarded if the Bidder is certified as having a longtime resident business (LRB).
- Two (2) preference points shall be awarded if the Bidder is certified as a local business enterprise (LBE).
- Two (2) preference points shall be awarded if the Bidder is certified as being a local business enterprise with its principal office located in an enterprise zone (DZE).
- Two (2) preference points shall be awarded if the Bidder is certified as a disadvantaged business enterprise (DBE).
- Two (2) preference points shall be awarded if the Bidder is certified as a veteran-owned business enterprise (VOB).
- Two (2) preference points shall be awarded if the Bidder is certified as a local manufacturing business enterprise (LMBE).

Bidders may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

## **C.2      SLDBE PARTICIPATION:**

### **C.2.1      Mandatory Subcontracting Requirement**

**C.2.1.1**      The Department requires significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having an owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone.

**C.2.1.2**      Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least 50% of the project. In addition, 35% must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and 20% to entities that are certified as Disadvantaged Business Enterprises. A business certified in more than one (1) category shall count towards all applicable goals for which it is certified; for example, a business certified as a Local, Small and Disadvantaged Business Enterprise shall count towards all three (3) requirements.

**C.2.1.3**      A prime contractor which is certified as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1.1 and C.2.1.2.

## **C.3      CERTIFIED BUSINESS ENTERPRISES PRIME CONTRACTOR PERFORMANCE REQUIREMENTS:**

**C.3.1**      If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods and supplies, with its own organization and resources and, if it subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

**C.3.2**      If the total of the contracting effort, excluding the cost of materials, goods and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

**C.4 PRIME CONTRACTOR PERFORMANCE REQUIREMENTS APPLICABLE TO JOINT VENTURES:**

**C.4.1** If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 50% of the subcontracted effort, excluding the cost of materials, goods and supplies, shall be with certified business enterprises.

**C.4.2** If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two (2) years.

**C.5 PERFORMANCE REQUIREMENT FOR CONTRACTS OF \$1 MILLION OR LESS:**

If this is a construction contract of \$1 million or less for which a certified business enterprise is selected as prime contractor and is granted a price reduction pursuant to the Act or is selected through a set-aside program under the Act, the certified business enterprise prime contractor shall perform at least 50% of the on-site work with its own work force.

**C.6 SUBCONTRACTING PLAN:**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 50% of the dollar volume of this contract in accordance with the provisions of section C.2. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the Bidder is required to subcontract in accordance with the provisions of Section C.2, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**C.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**C.6.2** Statements of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- C.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- C.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- C.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- C.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Chief Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- C.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Chief Contracting Officer, and submit periodic reports, as requested by the Chief Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- C.6.7.1** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- C.6.7.2** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- C.7** **COMPLIANCE REPORTS:**
- C.7.1** By the 21<sup>st</sup> of every month following the execution of the contract, the prime contractor shall submit to the Chief Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:
- C.7.1.1** The dollar amount of the contract or procurement;
- C.7.1.2** A brief description of the goods procured or the services contracted for;
- C.7.1.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- C.7.1.4** Whether the subcontractors to the contract are currently certified business enterprises;

- C.7.1.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- C.7.1.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in C.3 and C.4 and its approved Subcontracting Plan; and
- C.7.1.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in C.3 and C.4 and its approved Subcontracting Plan.

**C.8      ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN:**

- C.8.1** If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan and the Chief Contracting Officer determines the contractor's failure to be a material breach of the contract; the Chief Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- C.8.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- C.8.3** For the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the contractor shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**C.9      RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS:**

- C.9.1** At least fifty-one percent (51%) of the Bidder's Team and every subconsultant's employees hired after the Bidder enters into a contract with the Department, or after such subconsultant enters into a contract with the Bidder, to work on this project, shall be residents of the District of Columbia.
- C.9.2** Upon execution of the contract, the Bidder and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

**C.9.3** The Bidder shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- (i) At least 20% of journey worker hours by trade shall be performed by District residents;
- (ii) At least 60% of apprentice hours by trade shall be performed by District residents;
- (iii) At least 51% of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least 70% of common laborer hours shall be performed by District residents.

**C.9.4** The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

**C.10** **APPRENTICESHIP ACT:**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that 35% of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

**C.11** **DAVIS-BACON ACT:**

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. The applicable wage determination is attached hereto as **Attachment E**.

## **SECTION D**

### **EVALUATION AND AWARD CRITERIA**

#### **D.1      CONTRACT AWARD:**

- D.1.1**      This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).
- D.1.2**      The District reserves the right to accept/reject CLIN 0001 in the bids resulting from this solicitation. The Chief Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- D.1.3**      Evaluation of Bids: The District intends but is not obligated to make an award to the lowest evaluated bidder, which will be determined by applying, to the lump sum prices offered by each bidder, the appropriate preferences for each bidder according to Section C.1.



## **SECTION E**

### **BID ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Bidder's bid submissions shall be proffered. References are made to other sections in this IFP for further explanation.

#### **E.1 SUBMISSION IDENTIFICATION:**

Submissions shall be proffered in an original and two (2) copies. The Bidder's submission shall be placed in a sealed envelope conspicuously marked: "Renovation of New Office Space for the Department of Small and local Business Development at One Judiciary Square".

##### **E.1.2 Form of Offer Letter**

Each Bidder shall submit The Form of Offer Letter substantially in the form of **Attachment C.**

##### **E.1.3 Tax Affidavit**

Each Bidder shall submit a tax affidavit substantially in the form of **Attachment D.** In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government.

##### **E.1.4 Bid Guaranty Certification**

Each Bidder shall submit the Bid Guaranty Certification substantially in the form of **Attachment E.** See Section H for further instructions.

##### **E.1.5 Bid Bond Form**

Each Bidder shall submit the Bid Bond Form substantially in the form of **Attachment G.**

##### **E.1.6 Subcontracting Plan Form**

Each Bidder shall submit the Subcontracting Plan Form substantially in the form of **Attachment H.**

**E.1.7 First Source Employment Agreement for Construction Contracts Only**

Each Bidder shall submit the First Source Employment Agreement for Construction Contracts Only substantially in the form of **Attachment J**.

**E.2 DELIVERY OR MAILING OF SUBMISSIONS:**

Submissions shall be delivered or mailed to:

Department of General Services  
Attn: Diane Wooden  
2000 14<sup>th</sup> Street, NW - 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 671-2405

**E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS:**

**E.3.1** Submissions shall be received no later than 2:00 pm local time on July 8, 2013. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

**E.3.2** The Department shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

**SECTION F**  
**BIDDING PROCEDURES & PROTESTS**

**F.1      CONTACT PERSON:**

For information regarding this IFB please contact:

*Diane Wooden  
Manager of Construction Services  
Department of General Services  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, D.C. 20009  
diane.wooden@dc.gov  
Phone: (202) 671-2405*

Any written questions or inquiries shall be sent to Diane Wooden at the above address.

**F.2      PRE-BID CONFERENCE AND SITE VISIT:**

A pre-bid conference will be held on July 1, 2013, at 11:00 am at 441 4<sup>th</sup> Street N.W. on the 11<sup>th</sup> Floor, in the 1107 Conference Room. The site visit will be conducted immediately after the pre-bid conference. Interested Bidders are encouraged to attend.

**F.3      EXPLANATIONS TO PROSPECTIVE BIDDERS:**

Each Bidder shall carefully examine this IFB and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Bidder concerning the solicitation will be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

Requests shall be directed to Diane Wooden at the address listed in Section F.1 no later than July 3, 2013 by 6:00 pm. The person making the request shall be responsible for prompt delivery.

**F.4      PROTESTS:**

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief Contracting Officer under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

**F.6      RETENTION OF SUBMISSIONS:**

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

## SECTION G

### INSURANCE REQUIREMENTS

#### **G.1 Required Insurance:**

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

**G.1.1 Certificate of Insurance Requirement:** The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

**G.1.2 Commercial General Liability Insurance:** The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

- G.1.3**     Automobile Liability Insurance: The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- G.1.4**     Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- G.1.5**     Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- G.1.6**     Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Five Million Dollars (\$5,000,000).
- G.1.7**     Builder's Risk Insurance: Written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begins.
- G.1.8**     Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.
- G.1.9**     Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- G.1.10**    Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G.1.11**    Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

**G.1.12** Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

*Diane B. Wooden  
Manager of Construction Services  
Department of General Services  
2000 14<sup>th</sup> Street, N.W. – 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Telephone: (202) 671-2405  
E-mail: [diane.wooden@dc.gov](mailto:diane.wooden@dc.gov)*

## **SECTION H**

### **BONDS**

#### **H.1 BID BOND:**

Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price on the form included as Attachment G. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Bidders may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event a Bidder who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Bidder shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages. If the Bidder chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Bidder shall complete the form included as **Attachment F** and return, notarized, with the Bidder's submission. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by the Department's Chief Contracting Officer stating that the Bidder has failed to enter into a contract consistent with the terms of this procurement and the Bidder's bid submitted thereunder.

#### **H.2 CONTRACTOR'S PAYMENT AND PERFORMANCE BOND:**

The Contractor shall be required to post a payment and performance bond having a penal value of the contract amount.